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- **H.** Google Map with Identification Markings by Deputy [redacted]
- **I.** Google Map with Identification Markings by Deputy Aviles
- **J.** Google Map with Identification Markings by Deputy Gonsalves
- **K.** Google Map with Identification Markings by Deputy Covarrubias
- **L.** Supplemental Report By O.S.S. (Suspect Interviews)
- **M.** Supplemental Report By O.S.S. (Additional Investigation Information)

Miscellaneous Documents

- Vehicle Pursuit Memorandum by Sergeant Steve DeJong dated August 5, 2015
- Foot Pursuit Evaluation Form
- Compton PM In-service Roster for 07/31/15
- Administrative Rights Form – Deputies Leos and Lopez, IAB Interviews
- Criminal History and RAPS Information on Suspect Saldana-Duran and Subject Avalos
- LASD Newsletter Volume 13, Number 3: *"Considerations For Deputy Involved Shootings"*
- LASD Manual of Policy and Procedures 5-09/220/50: *"Foot Pursuits"*
- LASD Newsletter #40: *"Foot Pursuits"*
- LASD Manual of Policy and Procedures 3-10/150/00: *"Tactical Incidents"*

OFFICE OF THE SHERIFF





COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM MCDONNELL, SHERIFF

March 22, 2018

Deputy [redacted] #[redacted]

Dear Deputy [redacted]

AMENDED LETTER OF IMPOSITION

On October 27, 2016, you were served with a Letter of Imposition under File Number 2400159, notifying you that you were suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with the Department for a period of three (3) days effective October 31, 2016 through November 2, 2016.

On March 16, 2018, the discipline was reduced pursuant to a Settlement Agreement. All Departmental records will reflect that you received a two (2) day suspension. The two (2) day suspension will be deemed served October 31, 2016 through November 1, 2016.

Pursuant to the Settlement Agreement and the investigation under IAB File Number 2400159 conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Department's Manual of Policy and Procedures Sections 3-01/050.10, Performance to Standards; and/or 3-01/030.10, Obedience to Laws, Regulations and Orders (as it pertains to Section 5-09/220.50, Foot Pursuits) on or about July 31, 2015, you failed to conform to the work standards established for your rank as a patrol trained deputy sheriff, as evidenced by, but not limited to the following:

    a. engaging in foot pursuit, partner splitting and separating from your partner engaged in a separate foot pursuit of a second suspect; and/or,

b. failing to communicate to Sheriff's Communications Center that you were in foot pursuit of an armed suspect.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Josie S. Woolum, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

JW:WS:liz

c: Advocacy Unit
Employee Relations
Eric Parra, Chief, East Patrol Division
Personnel Administration Bureau
Industry Station/Unit Personnel File
Internal Affairs Bureau (File #2400159)

In the matter of the 3-day Suspension of Deputy [redacted]	))))	STIPULATED SETTLEMENT AGREEMENT ERCOM ARB No. 218-16

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Deputy [redacted] (Employee Number [redacted] (hereinafter referred to as "Deputy [redacted]).

RECITALS

The Department and Deputy [redacted] are interested parties in Los Angeles County Employee Relations Commission ("ERCOM") Arbitration No. 218-16 arising from the investigation under Department Internal Affairs Bureau No. SH2383665/IV2400159. Pursuant to an agreement between the parties, ERCOM Arbitration No. 218-18 has been consolidated with ERCOM Arbitration No. 018-17 for purposes of the arbitration hearing. The Department and Deputy [redacted] now desire to resolve all disputes arising as the result of the aforementioned investigation and/or the discipline resulting from the investigation, and to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Deputy [redacted] for and in consideration of the mutual covenants herein, agree as follows:

1. Upon execution of this agreement, the three (3) day suspension already imposed on Deputy [redacted] will be reduced to a two (2) day suspension. Deputy [redacted] previously served his three day suspension from October 31, 2016 through November 2, 2016. Deputy [redacted] reduced two day suspension will be deemed served from October 31, 2016 through November 1, 2016. Deputy [redacted] will be reimbursed for the third day of suspension (previously served by him on November 2, 2016) as soon as practicable.

2. The Department will issue Deputy [redacted] a revised Letter of Imposition for a two (2) day suspension for the same charges listed in his October 27, 2016 Letter of Imposition

3. The Department and Deputy [redacted] agree and understand that Deputy [redacted] records and personnel file will reflect that a two (2) day suspension was imposed and may be used for the purposes of demonstrating "progressive discipline."

4. Deputy [redacted] agrees to waive all rights in IAB Case Number SH2383665/IV2400159 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

5. Deputy [redacted] further agrees to immediately file a withdrawal of his appeal before the Los Angeles County Employee Relations Commission, ARB No. 218-16. Additionally, he agrees to waive any and all future administrative and/or judicial remedies with respect to the modified discipline, and also waives any administrative or judicial remedies with respect to any imposition of discipline set forth above. This waiver shall include, but not be limited to, appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission and/or any court of law.

6. The parties further agree that this settlement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between Deputy [redacted] and the Department, and is not to be applied to any other facts or disputes.

7. In consideration of the terms and conditions set forth herein, Deputy [redacted] agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy [redacted] concerning the subject matter referred herein. Additionally, Deputy [redacted] specifically acknowledges that he has not been the subject of discrimination, harassment or retaliation in any form, including, but not limited to, discrimination, harassment, or retaliation based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, or sex, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known by him

8. Deputy [redacted] agrees to relinquish and expressly waive all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> *"A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at*

the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor."

9. Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of the Agreement, and that he or it is voluntarily entering into this Agreement without any duress or undue influence on the part of or on behalf of any party.

10. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

11. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

12. The parties agree that the foregoing comprises the entire agreement between the parties and that there have been no other promises made by any party. Any modification of this agreement must be in writing and signed by all parties.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained herein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

[redacted] # [redacted] 03-14-18
Date

APPROVED AS TO FORM:

Mitchell S. Kander 3/16/18

LAW OFFICES OF CHARLES GOLDWASSER Date
Counsel for Deputy [redacted]

For the Department:

_______________________ 03-16-18
Date

DISPOSITION WORKSHEET

Re: IAB IV 2400159
Subject: [redacted] #[redacted]
Investigator: Jeffrey Smith, Internal Affairs Bureau
Advocate: Julia M. Valdes, Advocate

DISPOSITION OF CHARGES

The following potential charges were prepared by the Advocacy Unit. Please indicate your disposition of the potential charges, and put any additional sustained charges (with reference to the investigation) on attached sheet(s).

Potential Charge(s):

The evidence in this investigation supports the following charges:

1. That in violation of Manual of Policy and Procedures Section(s) 3-01/050.10, Performance to Standards; and/or 3-01/030.10, Obedience to Laws, Regulations and Orders (as it pertains to section 5-09/220.50, Foot Pursuits) on or about July 31, 2015, Subject [redacted] failed to conform to the work standards established for his rank as a patrol trained deputy sheriff, as evidenced by, but not limited to the following:

    a. engaging in foot pursuit, partner splitting and separating from his partner engaged in a separate foot pursuit of a second suspect; and/or,

    b. failing to communicate to Sheriff's Communications Center that he was in foot pursuit of an armed suspect.

Evidence Reference:

____

Defenses/Conflicting Evidence:

____

Disposition:

_X_ **Charge founded as delineated**
_____ **Charge founded as modified**
_____ **Charge unresolved**
_____ **Charge unfounded**

Discipline Assessment

Review of Applicable Guidelines for discipline Section:

The Department's Guidelines for Discipline (Revised December 14, 2009) lists the following Analogous misconduct with associated disciplinary penalties:

Conduct	Standard Discipline
Obedience to Laws, Regulations and Orders	W/R to Discharge
Performance to Standards	W/R to Discharge
Foot Pursuits	W/R to 3 Days

Determination of Discipline:

Based upon the attached assessment of mitigating and aggravating factors, the following discipline has been determined to be appropriate. This discipline is subject to revision upon receipt of the subject's response of grievance.

_____ **Discharge**
_____ **Reduction in Rank**
_X_ **Suspension with loss of pay and benefits for _3_ days**
____ **Written Reprimand**
_____ **No discipline**

Assessment of Mitigating and Aggravating Factors:

The following describe the mitigating and aggravating factors in the determining the discipline in

this investigation. Those factors include:

Intent	Truthfulness
Past Performance	Severity of Infraction
Degree of Culpability	Acceptance of Responsibility
Disciplinary History	Other Factors

Management has considered the subject's performance, which is documented in the Subject's Department personnel file, and those documents not contained in that file which are attached to the disposition worksheet.